

WEST BENGAL STATE SEED CORPORATION LIMITED
(A Government of West Bengal Company)
6, Ganesh Chandra Avenue (5th Floor), Kol- 13

Memo No. 1854/ WBSSCL

Date: 21/02/2023

NOTICE INVITING e- TENDER

Tender Reference No.: WBSSCL/MD/KOL/NIT-44/ 2022-23

SUB: e- tenderer for appointment of road transport contractor (RTC) for West Bengal State Seed Corporation Ltd. (WBSSCL), Diamond Harbour (South 24 Pgs.) District Unit offices for transportation of different seeds and other agricultural inputs in bags and cartoons pack within the District & outside the District and the State as well.

The Managing Director, West Bengal State Seed Corporation Limited, Kolkata, invites e-tender vide NIT no.44 dated 21.02.2023 under Two Bid System from the reputed and bona fide transport contractors for appointment/selection of road transport contractor for WBSSCL, Diamond Harbour (South 24 Pgs.) District Unit offices for transportation of different seeds and other agricultural inputs in bags and cartoons pack within the District & outside the District and the State as well. Cutoff date of completion of work will be within one day from the date of placement of work order. The approx. tender value is Rs. 1.00 Crore.

A) Instruction to Bidders/ Tenderers

1. In the event of e-filling, intending Bidders may download the Tender Documents from West Bengal Govt. e-Procurement Portal (<http://www.wbtenders.gov.in>) and website of WBSSCL (<http://www.wbsscl.com>) directly with the help of Digital Signature Certificate.
2. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <http://www.wbtenders.gov.in>. Submission of Technical Bids and Financial bids will be done as per time schedule as stated below:-

Sl. No.	Particulars	Date and Time
1	NIT and Other Document (Online) publishing date	24.02.2023, 03.50 P.M.
2	Document download start date	24.02.2023, 03.55 P.M.
3	Bid submission start date (Online)	24.02.2023, 06.50 P.M.
4	Pre bid meeting	09.03.2023, 01.00 P.M.
5	Bid submission closing date (Online)	18.03.2023, 12.30 P.M.
6	Date of Bid opening for Technical proposal (Online)	20.03.2023, 01.00 P.M.
7	Date of uploading list for Technically qualified Bidders (Online) after disposal of appeals, if any (Online)	Will be notified later on
8	Date of Opening Financial Proposal (Online)	After finalization of list of technically qualified bidders financial proposal be finalized within 21 days.

3. Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of tender will not be accepted.
4. If the date fixed for opening of tender is declared a holiday, the tender will be opened on the next working day following the holiday but will be no change in the time for opening as indicated above.

5. If the date up to which the tender is open for acceptance is declared to be a closed on account of holiday, the tender shall be deemed to remain open for acceptance till next following working day.
6. The Managing Director, WBSSC Ltd. & the Tender Inviting Authority may, at his discretion, extend the bid submission date and such extension shall be binding on the tenderers.
7. Financial offer of the prospective tender will be considered only if the Technical bid of the tender is found qualified by the "Tender Evaluation Committee". The decision of the TEC will be final and absolute in this respect. The list of the qualified bidders will be displayed in the website.
8. It should be clearly understood by the bidders that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the tender.
9. **General guidance for e-Tendering:**
 - Registration of bidders :
Any eligible bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the West Bengal Government e-Procurement System, through logging on to <https://wbtenders.gov.in> the bidders is to click on the link for e-Tendering site as given on the web portal.
 - Digital Signature Certificate (DSC):
Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
 - The bidders can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
 - Submission of Tenders:
Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
10. **Tender Evaluation Committee (TEC)**
 - Evaluation Committee constituted as per Order of the Managing Director, West Bengal State Seed Corporation Limited will function as Evaluation Committee for selection of technically qualified bidders.
 - Opening & evaluation of tender:
If any bidder is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
 - Opening of Technical Proposal:
Technical proposals will be opened by the Managing Director, West Bengal State Seed Corporation Limited /or, his authorized representative electronically from the website using their Digital Signature Certificate (DSC).
 - Intending tenderers may remain present if they so desire.
 - Statutory Documents will be opened first and if found in order, Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

- Decrypted (transformed into readable formats) documents of the statutory & non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
- Summary list of technically qualified tenderers will be uploaded online.
- During evaluation the committee may summon the tenderers & seek clarification / information or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

11. **FINANCIAL PROPOSAL:**

- The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder is to quote the **item wise rate corresponding to WBSSCL District Unit** online through computer in the space marked for quoting rate in the BOQ.
- **Additional amount towards GST will be paid for the items under GST Applicable category.**
- Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.
- Financial capacity of a bidder will be judged on the basis of information furnished.
- Penalty for suppression / distortion of facts:
- If any tenderer fails to produce the original hard copies of the documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

12. **Rejection of Bid:**

WBSSCL reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSSCL's action.

13. **Contract:**

(I) **Definition:**

- (i) The term "Contract" shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, General Information to tenderer, the Tender, its Annexures, appendices, acceptance of tender and such general and special conditions as may be added to it.
- (ii) The term "Contractor" herein after referred as bidder/ tenderer shall mean and include the person(s), Firm or Company with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as the case may be.
*Contractors shall, in the tender, include whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company.
- (iii) The term "Contract Rates" shall mean the L-1 rates of payment as per items in BOQ accepted by the Managing Director or any other person authorized and acting on behalf of the Corporation.
- (iv) The term "Corporation" and the "WBSSCL" wherever they occur, shall mean the West Bengal State Seed Corporation Ltd. and will include its Managing Director and its successor(s).
- (v) The term "Managing Director" shall be the Managing Director of West Bengal State Seed Corporation Ltd. (WBSSCL) under whose administrative jurisdiction, District Unit offices to which the contract relates fall. The term "Managing Director" shall also include the Regional Manager/ District Manager and every other officer authorized for the time being to execute contracts on behalf of the Corporation.
- (vi) The term "District Unit" shall mean the WBSSCL District Offices / Go-downs belonging to or in occupation of the Corporation at any time and shall also mean and include open platform/plinth built or constructed for storage of Seeds and other agricultural inputs in bags/ cartoons inside or outside the owned/hired depot premises.

(vii) The term “Services” shall mean performance of any of the items of work enumerated in the tender document or as may be indicated by the Managing Director or an officer acting on his behalf.

(ix) The term “Trucks” wherever mentioned shall mean mechanically driven vehicle such as Lorries etc., and shall exclude animal driven vehicles.

(II) Parties to the Contract

(a) The parties to the Contract are Transport Contractor and the WBSSC Ltd. represented by the Regional Manager (Region) and/or District Manager of the concerned District Unit authorized and acting on behalf of the Managing Director of the Corporation.

(b) The person signing the tender or any other documents forming part of the tender, on behalf of any other person or a Firm shall be deemed to warrant that he has the authority to bind such other person or the Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority, the Corporation may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.

(c) Notice or any other action to be taken on behalf of the Corporation may be given/ taken by the Managing Director or any officer so authorized and acting on his behalf.

14. Award of Contract

i) Only technically qualified bidders who have quoted the lowest rate (L1) in respect of items mentioned in NIT and BOQ will be awarded the contract. It involves the process of evaluation of financial bids of all technically qualified bidders by the Tender Evaluation Committee of the Corporation and also provided that he/ they accept (s) in writing to execute the whole contract on the basis of all terms and conditions of the NIT.

ii) The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.

15. Cost of Bidding:

The Bidder/ Tenderer shall bear all costs associated with the preparation and submission of its bid, and the 'Managing Director, West Bengal State Seed Corporation Ltd (WBSSCL), Kolkata hereinafter referred to as "TIA", shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

16. Amendment of Bidding Documents:

a. Before the deadline for submission of bids, the TIA may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website; <https://wbtenders.gov.in> under “Published Corrigendum” and e-mail notification is also automatically sent to those bidders who have moved this tender through the West Bengal Government e-Procurement Portal website; <https://wbtenders.gov.in>

b. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have participated in this tender through the West Bengal Government e-Procurement Portal website; <https://wbtenders.gov.in> .

c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids. In case a bidder has already submitted the bid before corrigendum he will be allowed to give updated bid again without any additional cost of bid document or bidding security. In that case his updated bid will be taken up for evaluation.

17. Preparation of Bids

a. All the interested bidders are requested to read the bid document carefully before submission of their bid.

b. Language of Bid: The bid prepared by the Bidder, as well as all documents attached to bid by the bidder and all correspondences relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language or in Bengali language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language or in Bengali language in which case, for purpose of interpretation of the Bid, the translation shall govern.

Tenders filed by the bidders without EMD will summarily be rejected. Mode of submission of EMD other than as mentioned herein shall not be accepted.

18. The following statutory documents should be submitted along with the tender:

A) The each and every bidder participating in the bidding process must submit an affidavit on Non-judicial Stamp Paper of Rs. 10/- containing a self-declaration on "the bidding transporter has not been convicted/ blacklisted by any Govt. organization/ semi or quasi Govt. organization/ Corporation for GOI or any other State Govt. in the country during last five years". Suppression of such tracts/ event happened during the period in question shall invite punishment to be decided by the Corporation along with disqualification within the provisions of this tender.

B) Self attested copy of PAN Card No. Aadhaar Card & preceding last 3 years Income Tax Return.

C) Self-attested copy of valid Trade License for Transport work etc. duly attested by a Gazetted officer.

D) Self attested copy of up-to-date Professional Tax Clearance Challan.

E) Bank Account details.

F) Attested copy of Partnership Deed in case of Partnership Firm Only.

G) Self attested copy of Blue Book of own goods vehicle/ leased goods vehicle.

B) General Information to Tenderer/ Bidder:

1. The scope of work involves transportation of seeds and other Agricultural inputs in bags and cartoons from WBSSCL, Diamond Harbour (South 24 Pgs.) District Unit Offices' Go-downs to **different blocks of South 24 Pgs. district** and other district units of WBSSCL and other State and vice-versa as per orders of the District Manager or any officer acting on his/ her behalf of the respective WBSSCL, District Unit and not inconsistent with the terms and conditions of this contract.
2. The Tenderers must get themselves fully acquainted with the size and location of the WBSSCL District Offices and Go-downs vis-a-vis loading /unloading points before submission of the tender. The rates quoted by Tenderer shall be deemed to have been done after such acquaintance. No Tenderer will be entitled to any compensation arising out of any misapprehension in this regard. Before tendering, the Tenderer must also get acquainted with the conditions of route to be taken by him for transportation of seeds and other Agricultural inputs in bags and cartoons etc. Once the tender is submitted, the Tenderer will be deemed to have fully acquainted himself with the route and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.

3. No definite volume of work to be performed can be guaranteed during the currency of the contract. However, the intending bidders may contact with the District Manager, of respective WBSSCL District Unit for making their own assessment for quoting the rates in accordance with the conditions of the Contract. It should be clearly understood that no guarantee is given that all the items of work as shown in the BOQ of this tender will be required to be performed. The Contract, if any, which may arise from this tender shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Tenderer.

4. Eligibility Criteria:

(I) Tenderer should have at least 3 (three) years experience of Transportation works duly obtained from PSU/Govt. Dept./Corporation/ Government Company dealing in the field of Seeds, Insecticides, Fertilizer. Tenderer should have executed in any of the immediate preceding five years work of value:

(a) At least 25% of the estimated contract value in one single contract: OR

(b) 50% of the estimated contract value in different contracts :

Note: In case of Partnership, only the experience of the Firm will be reckoned and for the purpose the experience of the Individual Partners will not be counted.

(II) The intending bidder may be a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Government Company. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated.

(III) Experience certificate shall be produced from customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract, and value of work handled. Note: The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.

(IV) The intending tenderer must have at least one goods vehicle owned by the bidder for submitting bid.. Copies of updated and valid Blue-Book, Road Tax Clearance, Certificate of Fitness, Insurance Clearance paper of the goods vehicles to be offered for service have to be submitted.

5. Ineligibility of bidder/ tenderer:

(I) Tenderers who have been blacklisted or otherwise debarred by WBSSCL or any department of Central or State Government or any other Public Sector Undertaking/ Corporation will be ineligible during the period of such blacklisting or for a period of five years, whichever is earlier.

(II) Any Tenderer whose contract with the WBSSCL, or any department of Central or State Government or any other Public Sector Undertaking or Government Companies has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.

(III) Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by WBSSCL or any department of Central or State Government or any other Public Sector Undertaking or Government Companies, during the last five years, will be ineligible.

(IV) If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

(V) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tender disqualified.

6. **Signing of Tender:**

(i) The authorized signatory shall possess Digital Signature Certificate (DSC) for submission of tender document. The DSC holder/ authorized signatory signing the tender shall state in what capacity he is, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy of the registered partnership deed should be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.

(ii) The Digital Signature Certificate (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the Digital Signature Certificate (DSC) holder so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other rights of the Corporation under the law and the Earnest Money Deposit paid by him/her will be forfeited. The hard copy of Power of Attorney will be submitted by the successful tenderer at the time of awarding of contract.

(iii) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The power of Attorney duly signed should be scanned & uploaded.

7. **Earnest Money Deposit (EMD):**

(i) The token EMD Rs. 2,00,000/- (Rupees Two Lakh) will have to be submitted through online in the form of Net Banking or RTGS / NEFT as per e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in>, in favour of West Bengal State Seed Corporation Ltd., Payable at Kolkata are required to be documented through e-filing.

(ii) Tender filed by the bidders without EMD will summarily be rejected. Mode of submission of EMD other than as mentioned above shall not be accepted.

(iii) EMD, Security Deposit and Bank Guarantee (BG) shall not carry any interest, in any case.

The EMD amount of successful bidder will be converted to Security Deposited and rest amount of security deposit (8%) will be adjusted from working bill of contractor as per existing rules of the State Govt.

(iv) The EMD and Security Deposit submitted by the successful contractor will be refunded after satisfactory completion of the contract period. No interest will be paid on said deposits.

8. **Corrupt practices:**

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.

9. In case of any clear indication of cartelization, the Corporation shall reject the Tender, and forfeit the EMD.

10. WBSSC Ltd reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender through e-procurement system.
11. If the information given by the Tenderer in the Tender Document and its Annexure (s) & Appendices is found to be false/ incorrect at any stage, WBSSCL shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.
12. **Subletting:** The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof. Any such sub-leasing that comes to the notice of the corporation shall lead to the cancellation of the contract and the service provider shall not have any claim on the corporation in this regard.
13. **Obligation & responsibilities of the contractor:**
 - (i) The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
 - (ii) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences as admissible within the provisions of this tender.
 - (iii) The Contractor shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.
 - (iv) Seed and other materials may be loaded and unloaded at 2/3 points or more as will be directed by the Corporation District Manager of respective District Unit office.
 - (v) No halt-age or demurrage charges will be provided by the Corporation.
 - (vi) For any transit loss in quality and quantity like shortage and pilferage, damage, rain soaking, the cost of seeds and inputs will be deducted from the bill at per selling price of the seeds and other inputs of the Corporation.
 - (vii) The intending bidder shall have adequate capability to timely execute the order /instruction, to be given by the District Manager of respective unit to his/ her satisfaction within 12 hours.
 - (viii) If the selected transporter unable to provide the service within 12 hours from the date & time of instruction, the District Manager reserves the right to arrange the vehicle from the open market at any rate and the excess bill amount of the carrying will be adjusted from the bill of the transport contractor.
 - (ix) The selected contractor should visit the office regularly two times each working day and collect the information regarding the transportation schedule.
 - (x) All the challan(S) in the issued on the same date / received in the common date to a particular route through a single or more than on vehicle must be treated as a single consignment & the weight will be considered as a whole. Distance of each delivery points from WBSSCL unit should be added & divided by numbers of delivery points to calculate the chargeable Kilometer.
 - (xi) All the receipted copy of the challan(s) will have to be deposited within 4(four) days of lifting.
 - (xii) All the bills should be accompanied with the copy of the receipted challan(s) in duplicate and bill is to be submitted serially date wise & month wise.

- (xiii) The contractor or his representative has to be present at the time of loading & unloading work for delivery to destination points.
- (xiv) All the specified work including Loading & Unloading work is to be completed within 10.30 am to 6.00 pm in general and time to be changed during emergency work or in emergency period.
- (xv) Corporation will not be responsible for any type of prosecution made by the Traffic Police authority against contractor while in transit and cost of materials will be realized from the contractor's bill. All liabilities in respect of statutory obligations on account of various laws/acts if the Central / State Govt. that may be applicable to carry out the work/ job assigned shall be borne by the bidder/contractor. The liabilities of WBSSCL will be limited to the payment to be made to transport contractor as per tender. WBSSCL has no liability whatsoever towards the employment of manpower/worker/ labours provided by the transporter.
- (xvi) The intending tenderer participating in the tender must furnish registered office address, E-Mail ID & the persons responsible with contact no. for any communication from WBSSCL.
- (xvii) All persons employed by the Contractor shall be engaged by him as own employees in all Workmen's respects, and all rights and liabilities under the Indian Factories Act, or the Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of Workmen's personnel under the Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- (xviii) Contractor shall also comply with all Rules and Regulations/Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.
- (xix) Bribe, Commission, Gift etc:
An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.
- (xx) The Contractor shall be responsible to supply adequate and sufficient number of goods vehicles for transportation of seeds and other agril. inputs in bags/ cartoons and carrying out any other services under the Contract in accordance with the instructions issued by the respective District Manager of WBSSCL District Unit or an officer acting on his behalf.
- (xxi) The contractor shall endeavour to provide Heavy Commercial Vehicles for transportation, if asked for.
- (xxii) The Contractor shall transport by goods vehicle to be arranged by him such number of bags/ cartoon of seeds/ other agril. inputs etc; as may be required from day to day by the District Manager of respective District Unit or an Officer acting on his behalf. The Contractor shall take care not to mix bags/ batches/ Lots of different kinds of seeds/other inputs.
- (xxiii) The Contractor shall obtain daily from the District Manager or any officer acting on his behalf the programme of loading for the next date/day and shall provide adequate number of goods vehicles in good condition in accordance with this programme and shall ensure that the goods vehicles are positioned at the loading points as indicated by the District Manager or any officer acting on his behalf, daily at the time specified.

- (xxiv) In special cases the Contractor may also be required at short notice to arrange to transport bags/ cartoons of seeds/ other agril. inputs and shall bound to comply with such requests.
- (xxv) The quantity mentioned in any programme given by the District Manager or any other officer acting on his behalf may be altered and the Contractor shall be bound to supply goods vehicles required for the quantity shown in the programme.
- (xxvi) The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from go-downs until they have been unloaded from the trucks at go-downs or at other destinations as specified in the Contract or as directed by the District Manager of the respective Dist. Unit or any other officer acting on his behalf. The contractor shall provide tarpaulins on decks of the goods vehicles so as to avoid loss of materials etc. through the holes/crevices in the decks of the goods vehicles and shall be liable to make good the value of any loss, shortage or damage during transit. The weight of the bags/ cartoons of seeds/ other agril. inputs etc. loaded/unloaded into/from trucks or any other vehicle shall be worked out on the basis of cent percent weightment. The representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The District Manager of respective Dist. Unit of the Corporation as the case may be will be the sole Authority for determining the quantum of the loss.
- (xxvii) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against seeds/ other agril. inputs entrusted to him for transportation. The actual amount to be incurred towards such transit Insurance cover will be reimbursed from the concerned district units of WBSSCL on submission of bill.**
- (xxviii) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.
- (xxix) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods to the Corporation due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.
- (xxx) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the seeds/ other agril. inputs etc. of the Corporation are loaded.
- (xxxi) The Contractor shall periodically inform in writing the registration numbers and description of the goods vehicles used for the transport of the goods of the Corporation so as to facilitate checking of the vehicles by the officers/ officials of the Corporation.

14. Execution & Validity of Contract:

- (i) The successful contractor shall execute an agreement in the prescribed format covering all the terms and conditions on a Non-Judicial Stamp Paper (purchased in the name of the contractor at his own cost) of Rs. 100/- within Fifteen (5) working days counting from the day after the date of receipt of the letter of acceptance to be communicated by the Managing Director, WBSSC Ltd.
- (ii) The 'Contract' under this invitation offer shall come into force with effect from the date of execution of "Agreement".

- (iii) The Contract shall remain in force for a period of two (2) years from the date of execution of the agreement or such later date as may be decided by the Managing Director/ Dist. Manager of the Corporation. The contract may be extended further for a period of 1 (one) year with mutual consent between the contractor & WBSSCL unless terminated prematurely by WBSSCL at its discretion and satisfaction. The WBSSCL does not bind itself to adduce any reason for such extension /termination of the Agreement to the supplier but may intimate such reason if it is considered necessary / warranted by circumstances.
- (iv) The Managing Director, on recommendation of the Dist. Manager of the Corporation, reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days' Notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the Managing Director under this clause shall be final, conclusive and binding on the Contractor.

15. Termination of the Contract:

(a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Managing Director of the Corporation shall be at Liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred. Apart from termination, the contractor shall be blacklisted from all further dealings with WBSSCL for a period of five (5) years for non-compliance/ non-performance and/ or, violation of conditions governing the contract.

(b) The Managing Director of the Corporation shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and/ or forfeit the security deposit etc. or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the services under the contract.

(c) The contractors shall be responsible to supply adequate and sufficient labour/ and any other transport vehicles for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the District Manager concerned or an officer acting on his behalf. If the contractors fail to supply the requisite number of labour & goods vehicles, the District Manager shall at his entire discretion, without terminating the contract be at liberty to engage other labour/trucks etc. at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, costs or losses that the Corporation may incur or suffer hereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the concerned District Manager shall be final and binding on the contractors.

16. Examination of books & records:

The Contractor shall, whenever required, produce or cause to be produced for examination by the District Manager or any officers authorized by him in this behalf, any cost or other accounts books, account vouchers, receipts, letters, memoranda or writing, or any copy of, or extract from, any such document, and also furnish information and returns, verified in such manner as may be required, relating to the execution of this Contract. The decision of the District Manager on the

question of relevancy of any document, information or return shall be final and binding on the Contractor. The Contractor shall produce the required documents, information and returns at such time and place as may be directed by the concerned District Manager.

17. Recovery of losses suffered by the Corporation:

(a) The Corporation shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by them, or any amount payable by the Contractor as Liquidated Damages as provided in Clauses 17 above. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractors under this, or any other, Contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractors as aforesaid shall be deducted from the Security Deposit and/ or, addl. Bank guarantee, if any, furnished by the contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

(b) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the Managing Director of the Corporation shall have the rights to forfeit the entire or part of the amount of Security Deposit and/ or, addl. Bank guarantee, if any, of the contractor or to appropriate the Security Deposit and/ or, addl. Bank guarantee, if any, or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation.

18. Set-off:

Any sum of money due and payable to the Contractor (including Security Deposit etc. refundable to the Contractor) under this Contract may be appropriated by the Corporation and set-off against any claim of the Corporation for the payment of any sum of money arising out of, or under this contract or any other Contract made by the Contractor with the Corporation.

19. PAYMENT:

(a) Payment will be made by the concerned District Manager of the Corporation on submission of bills, in triplicate, duly supported by consignee receipts.

(b) The contractor should submit all the bills not later than 2 months from the date of expiry of the Contract so that the refund of the Security Deposit may be speeded up. In order to facilitate disposal of bills the Contractor is advised to submit bills weekly/fortnightly.

20. RATES

(i) Rate must be quoted item-wise in BOQ for transportation of agricultural inputs in bag or in cartoon separately in specified column of BOQ inclusive of all charge. The quoted rates will be treated as firm for the period of the contract. No escalation whatsoever shall either be claimed or considered.

(ii) The transportation charges will be paid on the basis of item wise one-way Distance Covered for claimable Weight X respective item wise quoted rate in BOQ. Loading & Unloading charges will be shown separately on said bill (for a particular consignment).

(iii) No separate remuneration will be payable for the distance covered by the loaded truck/ Lorries for the return journey, or from garage to place of loading, or back to garage.

(iv) For the purpose of calculation of transportation charges, the distance shall in all cases be rounded off to the nearest Kilo Meter.

(v) The distance will be reckoned as fixed by the Chief Engineer, PWD, or an officer nominated by him and/or, by any competent authority.

(vi) No compensation shall be admissible to the Contractor in respect of detention of trucks at the godown or any other loading/unloading points or any other place unless such detention is of an extraordinary kind. The decision of the concerned District Manager in all such matters shall be final.

21. Force Majeure:

The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the District Manager concerned shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the contractors control and the contractors shall be responsible for any loss or damage which the Corporation may suffer on this account.

22. Arbitration:

(a) The Contract will be governed by the Laws of India for the time being in force.

(b) In the event of any dispute arising amongst the parties, both parties agreed to use their best efforts to resolve all disputes amicably in prompt, equitable manner on good faith. In the event the parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Kolkata.

(c) Settlement of Disputes: All disputes and/ or differences, whatsoever shall arise between the parties hereto relating to interpretation of any clause of this agreement on the right, duties or liabilities of either party under this contract or other-wise in connection with both the party present, the matter in difference shall be determined by a single arbitrator appointed by the Department of Agriculture, Govt. of West Bengal in accordance with the arbitration and conciliation Act, 1956 or any statutory enactment in that behalf for time being in force.

(d) If the Sole Arbitrator to whom the matter is referred vacates his office by any reason whatsoever, the incumbent Arbitrator shall commence the proceedings from where his predecessor had left.

(e) Jurisdiction: the parties hereby irrevocably consent to the sole jurisdiction of the courts of Kolkata only in connection with any actions for proceedings arising out or in relation to this Agreement.

23. Secrecy:

(a) Any information derived or otherwise communicated by the WBSSCL to the contractors in connection with the contract shall be kept / treated as secret and shall not without written consent of the WBSSCL be published or disclosed to any third party or made use of by the contractors except for the purpose of execution of the contract.

(b) The contractor shall not sublet or assign the contract or any part of it to the third party without obtaining the written consent/ permission from the WBSSCL in advance.

(c) All correspondence shall invariably bear reference to the NIT number and date. All notices, complaints, communication and references under this contract shall be served/ delivered by Regd. Post/ by hand/ by e-Mail to the Managing Director, WBSSCL, 6, Ganesh Ch. Avenue, 5th Floor, Kolkata-700 013, e-Mail ID-wbsscl@gmail.com.

24. The WBSSCL is having 14 District Units located in different districts across the State and each District Unit has its own/ hired go-downs wherefrom seeds in different pack sizes as well as other agricultural inputs in bags / cartoons are to be transported to different blocks within their operational districts/ other districts/ other state. Name of the District Unit and its operational districts are furnished hereunder.

Sl. No.	Name of the WBSSCL Dist. Unit	No. & Name of operational dist.	Sl. No.	Name of the WBSSCL Dist. Unit	No. & Name of operational dist.
1	Coochbehar	2 (Coochbehar & Alipurduar)	8	Diamond Harbour, South 24-Pgs.	1 (South 24-parganas)
2	Jalpaiguri	3 (Jalpaiguri, Kalimpong & Darjeeling)	9	Hooghly	2 (Hooghly & Howrah)
3	Raiganj	2 (Uttar Dinajpur & Dakshin Dinajpur)	10	Burdwan	2 (Purba Bardhaman & Paschim Bardhaman)
4	Malda	1 (Malda)	11	Suri, Birbhum	1 (Birbhum)
5	Murshidabad	1 (Murshidabad)	12	Purulia	1 (Purulia)
6	Krishnagar, Nadia	1 (Nadia)	13	Bankura	1 (Bankura)
7	Barasat (North 24pgs.)	1 (North 24-Parganas)	14	Midnapur	3 (Pas. Medinipur, Purba Medinipur & Jhargram)

The particulars given above are intended merely to help the tenderer to form his own idea of the approximate quantum of work involved in this contract. The tenderer must acquaint him fully with the size and location of go-downs including the condition of the route to be taken by him for transportation of the seeds & other inputs. No guarantee is given that all the items of work as per BOQ will be required to be performed. The successful tenderer shall be bound to execute all works as required under the terms of Contract and shall not be entitled to make any claim whatsoever against the Corporation for compensation/revision of rates or otherwise on the basis of particulars referred to above.

25. The entire carrying work will be made in the way to enable the Corporation to pay the carrying bill at the lowest amount & regarding bill if any dispute arise the decision of the Corporation will be treated as final.
26. In case of small consignment for supplying in short distance; lump sum amount will be required for transportation of the same. For said transport minimum charge including Loading & Unloading is to be entered in BOQ in the respective column.
27. All challan(s) issued and received on same date to a particular route must be treated as a single consignment and weight is to be considered in each consignment as a whole.
28. The intended bidder must submit rate in BOQ as specified excluding load & unloading charges. GST at present not applicable. No zero rate of any item will be entertained. Intending bidder is requested not to quote zero (0) against any item in BOQ if bidder(s) is/are not interested to participate in any item.
29. That any licenses/statutory obligations that expire during the contract period shall be duly renewed by the Bidder without lapses.
30. Conditional offer shall not be accepted under any circumstances.
31. In case of concealment of any fact, if detected later on, such bidder will be debarred from all future dealings with WBSSCL and penal action will be taken within the provisions of this tender.
32. If any ambiguity is there, the tender will be rejected summarily without bringing to the notice of the tenders.
33. Misconduct, misbehavior with the staff and officers and with any customers; the Corporation reserves absolute right to terminate the contract at once before the contract period.

34. Participation in the bid shall be treated as acceptance of all the term, condition and modalities as mentioned in this notice WBSSCL shall not be responsible for any kind of failure of network, internet & computer at the bidder's end.
35. During technical bid evaluation and prior to award of contract to a successful bidder, the tender inviting authenticity may call upon any bidder to produce any or all requisite documents physically before the authority by such bidder for verification and the tender inviting Authority may also call upon any bidder to submit any clarification at any stage during the tender process. In case any of the documents is found no order, the bid(s) by such bidder shall be considered to be invalid and deemed to be collected.
36. The corporation in this tender seeks to avail above mentioned services for a period of two years from the date of commencement of the contract, extendable for a further period of one more year at the same rates, terms and conditions. In no case L1 rate will not be changed for any circumstances.
37. District unit-wise selection of bidder will be made on the basis of technical evaluation. The bidder who has quoted lowest rate in maximum numbers of items, preference will be given to him, provided he accepts in writing to execute the whole contract on the basis of lowest rate (L1 rates) of all items.
38. To accept or reject the tender in whole or in part shall be the sole discretion of WBSSCL. The WBSSCL shall not be liable to specify reasons of such acceptance/ rejection. No further communication in this regard from the bidders shall be entertained. If the lowest quoted rates are found comparatively higher than the previous L-1 rates/ present market rates, the Managing Director of the Corporation has discretion to invite L-1 bidders for negotiation/ discussion and accept/ reject the negotiated price as well without specifying any reasons of such acceptance/ rejection. The WBSSCL shall also reserve the right to accept the lowest or other than lowest tender.
39. **Calculation of Distance:** the distance will be calculated as per the distance given in "Google Map" by shortest route/RTO. In case the destination station is not indicated, the supplement distance will be worked out on the basis of road map of India/states by Motoring guide of India/ Google. For billing or payments K.M calculation shall be based on distance shown at google at shortest route/RTO approved distance chart.
40. Provisions of purchase policy of the State Govt. vide G.O. no. 10500 – F dated 19.11.2004 and as amendment thereof will be applicable.

Sd/-

Managing Director

W.B. State Seed Corporation Ltd.

Dated :- 21 -02 -2023

Memo No.- 1854/1(16)/WBSSCL.

Copy forwarded for information and necessary action please to:-

- 1) The Principal Secretary, Govt. of West Bengal, Department of Agriculture, Nabanna, 325, Sarat Chatterjee Road, Mandirtala, Shibpur, Howrah, West Bengal - 711102.
- 2) The Director of Agriculture, Department of Agriculture, West Bengal, Jessop Buildings, Kolkata – 700 001.
- 3) The General Manager, WBSSCL, Kolkata.
- 4) The Regional Manager, WBSSCL, Burdwan Regional.
- 5) The Finance & Accounts Officer, WBSSCL LTD., Kolkata.
- 6) The Members of Tender Evaluation Committee of this Office (All).
- 7) The District Manager, WBSSCL, Diamond Harbour (South 24 pgs.).
- 8) Notice Board & Website of this office for wide circulation.

Sd/-

Managing Director

W.B. State Seed Corporation Ltd.